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File No: CA21001

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NORTH DAKOTA**

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|-------------------------|--|
| In re: | Bankruptcy Case No. 23-30132 |
| CHRISTOPHER WAYNE GLENN | |
| Debtor. | Chapter 11 |
| | OBJECTION TO PLAN AND MAILING CERTIFICATE |
| | [Filed Electronically] |

COMES NOW, Nationstar Mortgage LLC, ("Secured Creditor"), by and through its attorney, Katelyn M. Krabbenhoft, and hereby objects to the Subchapter V Plan of Reorganization dated July 24, 2023, proposed by Christopher Wayne Glenn, Debtor, in the above referenced matter. As grounds for the Objection Secured Creditor states as follows:

1. The Debtor filed a Chapter 11 Bankruptcy petition on March 24, 2023.
2. The Debtor filed his Subchapter V Plan of Reorganization July 24, 2023, at docket 54.
3. Secured Creditor is the holder of a secured claim against the Debtor which is secured only by a security interest in real property owned by the Debtor and located at 933 E Ivy St, Hanford, CA 93230 (the "Property"). Secured Creditor is the holder of the first priority lien against the Property.
4. As evidence of its secured claim, a proof of claim was filed on June 16, 2023, known as Proof of Claim 15, in the name of Wells Fargo Bank, N.A. Subsequently the Claim was

transferred to Secured Creditor and the Notice of Transfer of Claim was filed August 16, 2023.

5. As of the petition date, the Debtor owed the total amount of \$109,745.45 with pre-petition arrears of \$84.30.
6. The Debtor made the May 1, 2023, through July 1, 2023, payments to Secured Creditor that have come due since the bankruptcy was filed. The Debtor has not made and is due for the August 1, 2023, payment in the amount of \$1,008.21.
7. The proposed Plan lists Secured Creditor as a Class One unimpaired secured claimant in Section 2.01 of the Plan. The value of the Property per the Plan is \$191,932.00. The Plan proposes that the Debtor will make the contractual installment payments due to Secured Creditor and alleges that the loan is in good standing.
8. Secured Creditor outlines the following objections to the Plan:
 1. The Plan treats Secured Creditor and First International Bank & Trust both in Class 1 as unimpaired claimants. Secured Creditors claim should be broken out and treated in its own sub-class in Class 1. As the Claim has been transferred, the creditor name should be updated to reflect Secured Creditor as the claimant.
 2. Article 4 of the Plan states that Class 1 Claims will be paid pursuant to the promissory notes underlying the mortgages, pursuant to their express terms, without modification. Article 4, Class 1 treatment in the Plan should further state that the terms of the Deed to Trust, and Secured Creditors rights therein, are not modified.
 3. The pre-petition and post-petition arrearages total approximately \$1,092.51 and will increase every month until plan confirmation, presuming no further payments are received. The Plan does not propose to make a payment to creditor on these arrears.

4. The Plan includes a No Recourse clause at Section 8.12. Secured Creditor objects to his clause in so much as it seeks to contradict rights under the loan documents and/or state law.

DATED this 22nd day of August, 2023.

/s/ Katelyn M. Krabbenhoft

Katelyn M. Krabbenhoft

Attorney for Nationstar Mortgage LLC

MAILING CERTIFICATE

The undersigned hereby certifies that true and correct copies of the foregoing Objection to Plan and Mailing Certificate were mailed by first class mail, postage prepaid, this 22nd day of August, 2023, to each of the following:

Christopher Wayne Glenn
933 E Ivy St
Hanford, CA 93230
Debtor

Christopher Wayne Glenn
12548 24th St NW
Watford City, ND 58854
Debtor

Maurice VerStandig
Via ECF
Debtors' Attorney

Thomas Kapusta
Via ECF
Chapter 11 Trustee

Robert B. Raschke
Via ECF
Assistant U.S. Trustee

/s/ Katelyn Krabbenhoft